

Schedule of Rates, Rules and Regulations
Governing Resale of Local Exchange and Interexchange Services
Provided in the State of South Carolina

OFFERED BY

Now Communications, Inc.
d/b/a Cleartel Communications

Corporate Office:
2855 S. Congress Avenue
Delray Beach, Florida 33445

(888) 389-1400

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CHECK SHEET

All Pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Second	*	24.1	First		
1.1	First	*	24.2	First		
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3	Third	*	24.4	First		
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6	Second	*	24.7	First		
7	First		25	First		
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13.1	Original					
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16	First					
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18	First					
19	First					
20	First					
21	First					
22	First					
23	First					
24	First					

**Indicates tariff pages included with this filing.*

SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify a change in regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.

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TARIFF FORMAT SHEET

- A. Page Numbering. Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- B. Page Revisions Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the South Carolina Public Service Commission. For example, the 4th revised Page 34 cancels the 3rd revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i)(1)

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1. TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below.

Access Code

“Access Code” means a sequence of numbers that, when dialed, connects a Customer to the Carrier associated with that sequence.

Authorized User

“Authorized User” means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

Automatic Number Identification (ANI)

“Automatic Number Identification” or “ANI” refers to the calling telephone number identification which will be forwarded to the Carrier’s network by the Local Exchange Company (“LEC”) as a call is placed. Feature Group D interconnections are used to gain access to a Carrier’s switched telecommunications service.

Carrier

“Carrier” means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission

“Commission” means the South Carolina Public Service Commission.

Connection Fee

“Connection fee”, also “Processing Fee”, means the fee charged to the Company by the Underlying Carrier and the fee charged by the Company to the Customer to connect the Customer to the local switched network.

Credit(s)

“Credit(s)” has the meaning set forth in Section 2.24 hereof.

Credit Allowances

“Credit Allowances” has the meaning set forth in Section 2.24 hereof.

Company (or “Now”)

Means Now Communications, Inc. d/b/a Cleartel Communications, the issuer of this tariff.

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Customer

“Customer” means the person, firm, company, corporation, or other entity who, pursuant to a Service Order orders Service(s) under this Tariff. Customer shall include both residential and business customers.

FCC

“FCC” means the Federal Communications Commission.

Governmental Authority

“Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays

“Holidays” means all Company-specified holidays: New Year’s Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Interruption

“Interruption” means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by subscriber for a continuous period of thirty (30) minutes or more.

Local Calling

“Local calling” means a completed call or telephone communication between a calling station and any other station within the local service area of the calling station.

Local Access and Transport Area (“LATA”)

“Local Access and Transport Area” (“LATA”) means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which an LEC provides communications service.

Local Exchange Carrier (“LEC”)

“LEC” means any person that is engaged in the provision of local exchange service or exchange access service. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Service Area

“Local service area” means that area within which a customer to exchange service can make telephone calls at exchange rates. A local service area may consist of one or more central office or exchange areas.

Minimum Service Period

“Minimum Service Period” (or “MSP”) means the initial minimum period of time during which Customer takes local service under this Tariff, which is 30 days.

Non-recurring Charges

“Non-recurring Charges” means the one-time initial charges for service or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the application for service is executed and paid.

Other Providers

“Other Providers” means any carriers or other service providers, whose services or facilities are connected to the Services.

Performance Failure

“Performance Failure” means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

Prepaid Residential Telecommunications Service (“Prepaid Service”)

“Prepaid Residential Telecommunications Service” (“Prepaid Service”) is resold basic local telecommunications services, including local calling (“dialtone”), for which the Company will not perform consumer credit checking or application screening. Under Prepaid Service the Company will not require a deposit from the customer. This term shall also have the meaning set for in Section 3.1 hereof.

Processing Fee

“Processing Fee” or “Sign Up Fee” means a fee charged by the Company at the time service is ordered to process the customer’s application for local service, also called a Service Order. It includes the connection fee.

Recurring Charge

“Recurring charge” means the monthly charges to the Customer for services, facilities, and/or equipment, which continue for the agreed upon duration of service.

Regulation(s)

“Regulation(s)” means any and all law(s), rule(s), regulation(s), (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s)

“Resale Tariff(s)” means the tariff(s) of one or more Underlying Carriers.

Scheduled Interruption

“Scheduled Interruption” means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Service(s)

“Service(s)” means the Company’s regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date

“Service Commencement Date” means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer’s acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order

“Service Order” means (i) an agreement between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

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Sign Up Fee

Same as “Processing Fee”.

Subscriber

“Subscriber” means a person, firm, company, corporation, or other entity who is authorized by the Customer to use Service under this Tariff.

Termination (Terminate)

“Termination” (or “Terminate”) means discontinuance of (to discontinue) Services, either at Customer’s request, or by the Company in accordance with Regulations.

Third Party Billing Companies

“Third Party billing Companies” means, collectively, and clearinghouse, LEC’s, or Other Providers, credit card companies or other third parties who bill Customers for Services on the Company’s behalf.

Underlying Carrier(s)

“Underlying Carrier(s)” means the LEC(s) or other Carrier(s) whose services are resold by the Company pursuant to this Tariff.

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2. **RULES AND REGULATIONS**

The Company is a reseller of regulated local and interexchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable resale and interconnection agreements which are on file with, and have been approved by, the Commission.

2.1 **Undertaking of the Company**

2.1.1 **Obligation to Provide Service.** The Company shall exercise its best efforts to provide Services to Subscribers pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Subscribers' use on either the installation date set for in a Service Order or, if no date is specified, as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern. The Service Order becomes a contract upon the establishment of service or provision of any ordered facilities.

2.1.2 **Conditions to Company's Obligations.** The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company for Resale by the Underlying Carrier; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.

2.1.3 **Right to Block Services in the Event of Fraud.** The Company reserves the right to block Services to any Subscriber location without any liability whatsoever, in the event that the Company detects or reasonably suspects fraudulent or unlawful use of the Services at said location.

2.2 **Responsibility and Use**

2.2.1 Services may be used by Customer or Subscriber for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office cod designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 **Transmission**

The Services are suitable for the transmission of voice, data, or other communications.

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2. **RULES AND REGULATIONS, (Cont'd.)**

2.4 **Interconnection**

- 2.4.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however, Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.4.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

2.5 **Equipment**

- 2.5.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.5.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulation (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.5.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by Company personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

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2. **RULES AND REGULATIONS, (Cont'd.)**

2.6 **Title**

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.7 **Customer Premises**

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the Subscriber's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the Subscriber's premises at all reasonable times for purposes of Service installation, Termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while in the premises of Subscriber, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

2.8 **Non-Routine Maintenance and Installation**

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours: provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.9 **Interruption**

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or Subscriber with Regulation (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

2.10 **Service Commencement**

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use.

2.11 **Minimum Service Period**

The initial Minimum Service Period ("MSP") for local service will be for no less than thirty (30) days, which will automatically renew for subsequent terms of equal duration. Either the Company or the Customer may elect not to renew any MSP or subsequent term upon written or oral notice to the other; provided, however that the Company will not refund any amounts pre-paid for the current term in effect at the time of cancellation.

2.12 **Service Order Cancellation and Refund of Processing Fee and MSP Recurring Charges**

If a Customer cancels the Service Order, the Processing Fee and the recurring charges for the MSP are subject to refund at any time before Service is commenced pursuant to the Customer's Service Order.

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2. **RULES AND REGULATIONS, (Cont'd.)**

2.13 **Billing and Payments, (Cont'd.)**

2.13.8 Partial Payments

If the Customer is unable to pay the total amount due, in order to avoid suspension of the account, the Customer must make arrangements with the Company for payment and pay a minimum amount of \$20.00 on the balance due. This amount will be applied to the total amount due.

Once the account is suspended and to avoid disconnection of service, the Customer must pay a minimum amount of \$30.00 on the balance due. This amount will be applied to the total amount due.

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2.14 **Customer Cancellation of Service**

If the customer cancels service after the date service is established, the Customer understands that the minimum term of service is 30 days, and no pro rated refund is required if the customer cancels during the first month of service. The Company shall have 10 days to connect service before a refund will be considered.

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Certain material now found on this page was previously located on Page 13.

2. **RULES AND REGULATIONS, (Cont'd.)**

2.15 **Deposits**

The Company does not require a deposit for prepaid local and long distance services. To protect the Company's interests, Customers of the Company's traditional postpaid services may be required to pay a cash deposit to the Company in the event that they are unable to satisfy the Commission's requirements for creditworthiness.

2.16 **Taxes**

The Customer is responsible for payment of any and all federal, state, municipal taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. Taxes and surcharges for local Prepaid Service will be billed by the Company on Customer's invoice and are in addition to the monthly charge for prepaid service. Said taxes are included in the per minute price of prepaid long distance service.

2.17 **Marketing Statement**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Now Communications, Inc. d/b/a Cleartel Communications does hereby assert and affirm that as a reseller of intrastate telecommunications service, Now will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and Now will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Now will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Now understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

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2. **RULES AND REGULATIONS, (Cont'd.)**

2.18 **Discontinuation**

2.18.1 Service may be discontinued for any of the following reasons:

- A. nonpayment of an undisputed delinquent charge;
- B. unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;
- C. failure to substantially comply with terms of a settlement agreement;
- D. refusal after reasonable notice to permit inspection, maintenance or replacement of telephone utility equipment;
- E. material misrepresentation of identity in obtaining telephone utility service;
- F. as approved by federal or state law.

2.18.2 Service may not be discontinued by the Company for failure to pay charges not subject to South Carolina Public Service Commission's jurisdiction unless specifically authorized in this tariff.

2.18.3 Residential service may be discontinued during normal business hours only on Mondays through Thursdays between the hours of 8:00 AM to 4:00 PM on or after the date specified in the past due invoice or notice of discontinuance.

2.18.4 Customers shall have at least 21 days from the rendition of a bill to pay the charges stated.

2.18.5 The Company will provide the Customer with written notice indicating that the Customer's account is in default. Post Paid Customers will receive a notice nine (9) days prior to suspension and Pre-Paid Customers will receive a notice eighteen (18) days prior to suspension of service.

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2.19 **Restoration of Local Services**

The customer's telephone service is subject to suspension and disconnection for any of the reasons listed in Section 2.18. If the customer does not resolve the reason for suspension or disconnection, the customer's service will first be suspended. If service is suspended, the customer's telephone number is reserved for 21 days, and if the customer is reconnected within that time, the customer will be charged a restoration fee as set forth in Section 4.2. If the reason for suspension has not been resolved within the 21 day period of suspension, the customer's service will be disconnected. If service is disconnected, a new telephone number will be assigned and the customer will be required to pay the applicable Connection Fee as set forth in Section 4.4.1.A. to establish new service. Prior to any reconnection the customer must pay any unpaid charges that are undisputed.

Complaints Complaints regarding billing should be made to the Company either in writing to the Company at 1375 South Semoran Blvd., Building 5, Suite 1348, Winter Park, FL 32792, or via the Company's toll-free number at (877) 822-8501.

2. **RULES AND REGULATIONS, (Cont'd.)**

2.20 **Limitation of Liability**

- 2.20.1 Except if caused by the Company's willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any Subscriber, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowance pursuant to the provisions of Section 2.24 hereof.
- 2.20.2 To the extent permitted by an applicable Regulation, the Company's liability for negligence will also be limited to the amount described in Section hereof.
- 2.20.3 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.
- 2.20.4 Except as caused by the Company's willful misconduct or negligence, the Company will not be liable for defacement of or damages to Subscribers' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Searches (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Subscribers' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the company.
- 2.20.5 Any action or claim against the Company arising from any of its alleged acts or omission in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

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2. **RULES AND REGULATIONS, (Cont'd.)**

2.21 **Disclaimer**

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

2.22 **Indemnification**

Subject to the limitations of liability set forth in Section 2.20 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.22 shall defend the other at the others request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.22 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in liability to the indemnified party.

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2. **RULES AND REGULATIONS, (Cont'd.)**

2.23 **Indemnification by Customer**

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

2.23.1 libel or slander resulting from Subscriber's use of the Services;

2.23.2 any loss damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the service or equipment supplied by the Subscriber or any third party, or (ii) in an explosive or otherwise hazardous environment;

2.23.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by and Subscriber or (b) by any other person using the Services provided to any Subscriber, Subscriber location, or Authorization Code; or (ii) from the combination of Subscriber's use of Services with CPE or with other Subscriber-provided facilities or services; and

2.23.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Subscribers.

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2. **RULES AND REGULATIONS, (Cont'd.)**

2.24 **Credits and Credit Allowances**

- 2.24.1 Credit (“Credit(s)”) to the Customer’s fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the company as described in Section 2.24 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the Subscriber, its employees, subcontractors, agents, or assignees, will be applied to Customer’s account with the Company. Such credits are to be calculated by multiplying the monthly recurring rate for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is being rounded to the nearest hour.
- 2.24.2 In the event of an Interruption caused by Other Providers for which a credit or allowance (“Credit Allowance”) becomes due to the Company, the Company shall apply such Credit Allowance to Customer’s account, less an administration fee, subject to the Company’s collection of such Credit Allowance from the Underlying Carrier obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer’s Interruption(s) which Company receives from the Underlying Carrier. Any other provision of this Section 2.24 notwithstanding, Company will have no obligation to apply any credit to Customer’s account for Interruptions caused by an Underlying Carrier for which no Credit Allowance is due to the Company.
- 2.24.3 Except as otherwise set forth herein, Customer’s sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.24; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the facts, for example, that the Customer does not incur any fixed month charges), Customer’s sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

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2. **RULES AND REGULATIONS, (Cont'd.)**

2.25 **Local Calling Area**

The Company will provide Services from all exchanges of its Underlying Carrier, in conformance with that Underlying Carrier's existing local exchange boundary maps as approved by the Commission.

2.26 **Access to Telephone Relay Service**

Where required by the Commission, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirement related thereto.

2.27 **Compliance**

The Company and Customer shall (and Customer shall cause Subscriber to) comply with all Regulations.

2.28 **Force Majeure**

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through not fault of the Company) of any Underlying Carriers' facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.29 **Full Force and Effect**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provision of this Tariff will remain in full force and effect.

2.30 **Cooperation**

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.31 **Governing Law**

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of South Carolina.

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2. **RULES AND REGULATIONS, (Cont'd.)**

2.32 **Assignment**

2.32.1 **By Customer.** The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.32.2 **By Company.** The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest.

2.33 **Operator Services**

The Company does not provide operator services.

2.34 **Timing of Calls/Rounding**

Unless otherwise specified herein, all calls are round up to the next whole minute, and fractional charges are rounded up to the next whole cent.

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3. DESCRIPTION OF SERVICES

3.1 Local Exchange and Interexchange Service

Resold local exchange service is provided by the Company through resale of local exchange access and local exchange service provided by an Underlying Carrier. The Company's Services consist of (i) Prepaid Service, (ii) Optional Service Features, (iii) Directory Listing Service, and (iv) 911 Service where available.

Beginning July 1, 2001, the Services will include 711 access to Telecommunications Relay Services, which will allow customers to simply dial 711 in order to initiate relay calls between individuals who do not have hearing or speech disabilities and individuals who do have such disabilities.

3.1.1 Prepaid Service is a prepaid, switched, intrastate, telecommunications service which permits Customers to establish communications between two location within the State of South Carolina. Prepaid Service is Available only within Local Calling Area as described in Section 2.25.

- A. Prepaid Service provides a Customer with a single, voice-grade communications channel, including a telephone number and a Director Listing. The Company's Prepaid Service permits a Customer to: (i) place calls within the Local Calling Area; (ii) access 911 Service if available in the Customer's Local Calling Area; (iii) place call to toll-free "800" or "888" telephone numbers. The Company's Prepaid Service does not permit a Customer to originate call to direct dial (1+) or (0+) toll services; to caller-paid information services (e.g., "900", "976"); or (0-) access or services. Calls to telephone numbers used for toll services and caller-paid information services will be blocked by the Company.
- B. Standard Features. Each Prepaid Service Customer is provided with only local exchange service.
- C. Optional Features. Prepaid Service Customers may select from the following optional features: (i) Call Waiting, (ii) Call Forwarding, (iii) Call Return, (iv) Caller ID, (v) Three Way Calling, (vi) Speed Dial, (vii) Voice Mail, and (viii) Unpublished Number.
- D. Rates and Charges. The Company will charge a Prepaid Service Customer applicable Non-Recurring Charges, monthly Recurring Charges, and Usage Charges as specified in Section 4.4.1.

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3. DESCRIPTION OF SERVICES, (Cont'd.)

3.1 Local Exchange and Interexchange Service, (Cont'd.)

3.1.2 Optional Service Features

- A. Call Waiting. A tone signals the Subscriber to indicate that another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.
- B. Call Forwarding. The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber-defined telephone number.
- C. Three Way Calling. The Subscriber may sequentially call up to tow other Customers' telephone numbers and add the call together making a three way call.
- D. Unpublished Number. The Customer may refuse a listing of its name, street address, and telephone number in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- E. Speed Dial. The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- F. Call Return. The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- G. Caller ID. This feature enables the customer to view on a display unit the Calling Party Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a customer's line, the CPN of incoming calls is displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers where an executive officer of the agency registers a need for blocking and provides the required certification of the Company: a) private, nonprofit, tax exempt, domestic violence intervention agencies and b0 federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call. Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (#67 on the Touch Tone pad or 1167 from a rotary phone) immediately prior to place a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Call ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephone Service. If the Caller ID customer also subscribe to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

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3. DESCRIPTION OF SERVICES, (Cont'd.)

3.1 Local Exchange and Interexchange Service, (Cont'd.)

3.1.2 Optional Service Features, (Cont'd.)

Any customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

3.1.3 Pre-Paid Interexchange Service

The Company's prepaid long distance service does not require a deposit, credit check, or billing procedures. Customers may purchase the prepaid long distance by contacting the Company or an agent to purchase an amount of service in advance of such use. The customer is provided with a toll-free access number, which when dialed from the customer's pre-determined telephone number, authenticates the account, informs the customer of the amount of time available for the call, and instructs the customer to enter the number to be dialed. If the customer calls from another location, the customer is asked to enter the PIN number, and the same procedure is followed.

3.1.4 Traditional/Postpaid Bundled Local Exchange and Interexchange Service

The Company offers certain bundled service offerings on a standard postpaid basis. Monthly charges for such service offerings will be billed on a current basis and usage charges will be billed in arrears in subsequent months. Such products will be branded as "Veranet Basic", "Veranet Basic Plus", "Veranet Enhanced", and "Veranet Unlimited". Features are as specified in Section 3.1.2.

A Connection Fee applies for service establishment.

Line Change Charges apply for each telephone number changed when requested by the customer, and for each line being restored after service is suspended (in lieu of charges specified in 4.2).

Move, Add or Change Charges (or Secondary Change Charges) apply for adding or rearranging Custom Calling Services, Distinctive Ringing Service, Customer requested directory listings (except where excluded in this Tariff), Remote Call Forwarding, or other features or services for which the Connection Fees and Line Change Charges are not applicable.

The Company reserves the right to refuse or otherwise hold service orders placed by Customers where (a) a Connection Fee, Line Change Charge or Move, Add or Change Charge would apply and (b) the Customer's account is past due.

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3. DESCRIPTION OF SERVICES, (Cont'd.)

3.1 Local Exchange and Interexchange Service, (Cont'd.)

3.1.5 Access Line Service for Payphone Service Provider Telephones

- A. Access Line Service for Payphone Service Provider Telephones is an exchange line service provided at the request of the subscriber for telecommunications use by the general public at locations accessible to the general public. Exceptions to this service pertaining to inmates served within the confines of penal, correctional or mental institutions are provided below.
- B. Access Line Service for Payphone Service Provider Telephones is provided for use with customer provided pay telephones.
- C. Access Line Service for Payphone Service Provider Telephones is furnished only from central offices which have been arranged to provide this service and is provided subject to the availability of facilities.
- D. The carriage and completion of local messages are provided by the Company.
- E. Access Line Service for Payphone Service Provider Telephones is provided subject to the condition that telephone messages (local and long distance) placed from stations which are accessible to the public are completed over Access Line Service for Payphone Service Provider lines. Where Access Line Service for Payphone Service Provider is furnished, any type or grade of residence or business service offered regularly at that location may be furnished in addition, provided such residence or business service is confined to locations solely for use by the particular establishment.
- F. Payphone providers must utilize only South Carolina Public Service Commission certified local and interexchange carriers with which to interconnect for local services. Payphones connected to wireless carriers are exempted from this requirement.
- G. Pay telephones must be connected to a certified Local Exchange Company with a separate access line which is designated and tariffed for that purpose and will be billed the Tariffed rate for each line. Pay telephones cannot be connected behind a PBX, concentrator, or other similar arrangement.
- I. Pay telephones shall operate so as to provide two-way service; unless a specific exemption is granted by the Commission. Requests for such exemptions must be initiated by the payphone provider and accompanied with a statement indicated justification and/or support from an appropriate law enforcement agency. Where incoming calls are blocked, the payphone service provider shall arrange with the Local Exchange Carrier (LEC) to have an intercept placed on the line which indicates to the caller that the called number is unavailable to receive incoming calls.
- J. For customers subscribing to Caller ID - Deluxe, if the incoming call originates from a customer-provided Public Telephone, the name information transmitted will always be "Pay Phone."

3. DESCRIPTION OF SERVICES, (Cont'd.)

3.1 Local Exchange and Interexchange Service, (Cont'd.)

3.1.5 Access Line Service for Payphone Service Provider Telephones

K. Responsibility of the Subscriber

1. The subscriber shall be responsible for the installation, operation and maintenance of any customer-provided telephones used in connection with this service.
2. Must apply for and receive a Certificate from the Public Service Commission of South Carolina before the Company connects the pay telephone access line(s). Proof of certification must be furnished to the Company.
3. Payphones must be connected to a certified carrier's network so as to be in compliance with all applicable tariff requirements and Part 68 of the Federal Communications Commission's (FCC) Rules and Regulations. Additionally, payphones should be installed and maintained according to applicable guidelines contained within the National Electric Safety Code, the Americans with Disabilities Act, Uniform Federal Accessibility Standards, and other generally accepted telecommunications industry standards, as well as regulatory requirements of the South Carolina Public Service Commission and have the following operational characteristics.
4. The following types of calls should be available without a coin deposit:
 - a. 911 and/or other appropriate emergency numbers,
 - b. Operator access (both "0" and "00"),
 - c. Access to Telephone Relay Services (TRS),
 - d. Calls for service, repair and refunds,
 - e. 800/8XX,
 - f. 1-0-1-XXXX, 950, 1-800/8XX and other appropriate means of Interexchange Carrier (IXC) access.
5. The following information should be clearly posted at each payphone and available at all times:
 - a. The correct rate and applicable time units, if any, for a local coin sent call.
 - b. Instructions concerning access 911 and/or other appropriate emergency numbers.
 - c. Instructions concerning access to directory assistance (DA), both local (411) and intrastate (1-Area Code-555-1212).
 - d. Name of the payphone owner or responsible party.
 - e. The payphone location's phone number.

3. DESCRIPTION OF SERVICES, (Cont'd.)

- f. The appropriate address, telephone number(s) or instructions for refunds, service and/or repair concerning problems with or operation of the payphone. The Company is not responsible for refunds of coins deposited in customer-provided coin-operated pay telephones.
 - g. Name(s) of local and/or presubscribed Interexchange Carrier (IXC) long distance service provider(s) and appropriate operator access or dialing instructions (0 or 00).
 - h. A statement which indicates that non-coin sent calling rates are available upon request by dialing the appropriate local (0) or long distance (00) operator.
 - i. Where a payphone will not accept standard coin denominations, specific information and/or instructions concerning acceptability of types of money deposits (nickels, dimes, quarters, quarters only, dollars, credit or charge cards, etc.) shall be posted.
 - j. Instructions concerning "dial-around" IXC access, consistent with the FCC requirements (1-0-XXXX, 950, 1-800/8XX & etc.)
 - k. A current telephone directory (which pages only or white/yellow pages combined – in usable condition) for the appropriate local calling area should be available at each payphone location at all times. In situations where the payphone provider determines that such placement is unfeasible, a clearly posted statement should indicate that a directory is available on request from the premises attendant.
 - l. If a payphone cannot receive incoming calls, a statement indicating that incoming calls cannot be received shall be clearly posted on the instrument.
 - m. Other posting requirements as mandated by the FCC.
- 6. The customer-provided telephone must be equipped to return the coins to the caller in the case of an incomplete call.
 - 7. An optional four minute time limit may be imposed on the duration of any local call made from a customer-provided telephone with exception to telephones located in low-income areas.
 - 8. All coin operated and coinless customer-provided pay telephones should allow readily obtainable access to all interexchange carriers certificated to provide intrastate service and are offering service in the geographic area in which the set is located. Access must be provided by means of the dialing sequence chosen by the carrier or customer's choice of access.
 - 9. All customer-provided pay telephones must be capable of completing local and toll calls.

3. DESCRIPTION OF SERVICES, (Cont'd.)

L. Violations of Regulations

1. Where any customer-provided telephone is used and/or connected in violation of this Tariff, the Company will promptly notify the customer of the violation.
2. Failure of the customer to discontinue such use or to correct the violation within ten days may result in the suspension or disconnection of the customer's service until such time as the customer complies with the provisions of this Tariff.
3. Any nonpayment of charges billed to the customer by the Company or misuse of tariffed facilities will result in disconnection of the customer's service in accordance with the South Carolina Public Service Commission's Rules and Regulations and other sections of this Tariff.
4. A charge to reconnect the service when disconnected for a violation of this tariff will apply.

3. DESCRIPTION OF SERVICES, (Cont'd.)

M. Optional Service Features

1. Central Office Blocking with Operator Screening

Central Office Blocking with Operator Screening is offered to provide a choice of restrictions at the subscriber's option. Central Office Blocking with operator screening is offered subject to availability of facilities, as follows:

- a. Option A - Two-Way Service. No restrictions.
- b. Option B - Outward Only Service. No other restrictions.
- c. Option C - Two-Way Service. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Provides central office blocking of 011+ calls.¹
- d. Option D - Outward Only Service. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Provides central office blocking of 011+ calls.¹
- e. Option E - Two-Way Service. Provides central office blocking of 7 or 10 digit local, 1+DDD and 1+900 calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Provides central office blocking of 011+ calls.¹
- f. Option F - Outward Only Service. Provides central office blocking of 7 or 10 digit local, 1+DDD and 1+900 calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Provides central office blocking of 011+ calls.¹
- g. Option G - Two-Way Service. Provides central office blocking of 1+DDD and 1+900 calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Provides central office blocking of 011+ calls.¹
- h. Option H - Outward Only Service. Provides central office blocking of 1+DDD and 1+900 calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Provides central office blocking of 011+ calls.¹

Note 1: 011+ blocking provides central office blocking of calls to numbers outside the North American Numbering Plans.

3. DESCRIPTION OF SERVICES, (Cont'd.)

2. Billed Number Screening

- a. Billed Number Screening is provided on an optional basis at no charge to the subscriber.
- b. Billed Number Screening provides for the blocking of third number or collect calls which would be billed to Access Line Service for Payphone Service Provider Telephones.
- c. Special equipment serving the originating caller's location is required to make this feature operable.
- d. Where such equipment is installed, call attempts which have been screened will not complete. The operator will advise the calling party that alternate billing arrangements will have to be made before the call can be completed.
- e. Where such equipment is not installed, call attempts on a third number basis will complete but not bill. Therefore, all subscribers to billed number screening are advised that calls so completed will be thoroughly investigated as fraudulent calls. The party placing these calls will be expected to make full restitution, and will be legally responsible for them. Call attempts on a collect basis and accepted will be billed. Payment for these calls will be expected.

3. DESCRIPTION OF SERVICES, (Cont'd.)

N. Payphone Service Provider Inmate Calling Service (PSPICS)

1. Access line service for payphone service provider telephones when provided for exclusive use of inmates (hereafter called Payphone Service Provider Inmate Calling Service, or PSPICS) served within the confines of a penal, correctional or mental institution.
2. PSPICS when provided for the exclusive use of inmates may be concentrated one line to three instruments. However, if more than one instrument occupies a single access line, only one instrument may use the line at a given time.
3. Charges to initiate public calls utilizing these access lines are not to exceed the amounts specified in the preceding section of this tariff).
4. In lieu of Access Line Service for Payphone Service Providers, pay telephone stations subscribing to PSPICS are provisioned by the customer as follows:
 - a. May be arranged for outward only calling.
 - b. May be arranged to terminate calls after a certain amount of conversation time, or in cases of emergency in accordance with any Rules and Regulations of the Commission and upon notification to the Company of such an arrangement. The Company will not provide credit or equivalent service to the called or calling parties for such calls.
 - c. Shall be arranged to block Directory Assistance calls.
 - d. Unrestricted public telephone service may be provided at the administrator's request in a fully supervised location.
 - e. Shall be arranged to allow only 0+ collect calls for local, intraLATA, and interLATA calls and to block all other calling including, but not limited to, local direct, credit card, third number, 1+ sent-paid, 0+ sent-paid, 0- sent-paid, 0-, 800, 900, 950, 911, and 101XXXX. Where, however, the customer-provided stations can block additional digit dialing after initial call set-up, 1+ long distance and seven digit local calling may be permitted.
 - f. May be arranged for seven digit sent-paid local calling and for 0+ collect calling for intraLATA, and interLATA calling.
 - g. May be arranged to limit individual inmate calls to approved telephone numbers.
 - h. May be arranged to block access to certain telephone numbers.
 - i. At the request of the facility administrator, call detail information, such as date and time of call, duration of calls, and called and calling telephone numbers, may be furnished to the facility where prison authorities stipulate such information to be appropriate in preventing or identifying abuse or unlawful use of service and where the prison authorities stipulate that the provision of such information is not in violation of any federal, state or local laws, regulations or orders.
5. Except as modified herein, applicable regulations and requirements for customer-provided pay telephones will apply to PSPICS.
6. PSPICS subscribers may use dedicated or special access facilities for the purpose of carrying InterLATA or IntraLATA toll traffic for inmate facilities only. Local traffic must be routed to the Company. PSPICS subscribers using dedicated or special access facilities are still required to maintain the 3 to 1 line concentration ratio described in B. preceding.

3. DESCRIPTION OF SERVICES, (Cont'd.)

3.2 Directory Listing Service

- 3.2.1 The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customers' main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas.
- 3.2.2 The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.2.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.2.4 In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

3.3 911 Emergency Service ("911 Service")

- 3.3.1 The Company is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.
- 3.3.2 At the time the Company provides local basic service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.
- 3.3.3 The Company will be obligated to provide facilities to route calls from the end users to the proper PSAP. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- 3.3.4 The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity.
- 3.3.5 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunction in 911 Service.
- 3.3.6 By dialing 911, the 911 Service calling party waives all privacy right afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, address associated with the originating station location are furnished to the Public Safety Answering Point.

4.1 RATES

4.1 Return Check Charge

If the Company accepts a personal check from the Customer, the Customer will be charged the maximum applicable statutory return check charge contained in S.C. Code Ann. Section 34-11-70, whenever is a check or draft presented for payment of Service is dishonored by the institution upon which it is drawn.

4.2 Reconnection Fee

A customer will be charged a fee of \$20.00 for restoration after suspension of service. If the Customer is reconnected after disconnection of service the Customer shall be assigned a new telephone number and shall pay the applicable Connection Fee as set forth in Section 4.4.1.A to establish service. Prior to any reconnection allowed under this Tariff the customer must pay any unpaid charges that are undisputed.

4.3 Promotions

Company may from time to time engage in special promotional service offerings designed to attract new customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, time (not to exceed one year), and/or locations, and shall be subject to prior notification to and approval by the Commission.

MAXIMUM PRICE LIST (See Separate Price List for Current Rates)

4.4 Rates for Local Exchange and Interexchange Services

4.4.1 Prepaid Services Local Exchange Services

4.4.1.A Non-Recurring Charges

Directory Listing	No Charge
Basic Connection Fee	\$75.00
Advanced Connection Fee*	\$85.00
Account Transfer to New Address	\$75.00
Change Existing Phone Number	\$30.00

Connection Fee and Account Transfer Fee include first month of service.

*Includes Caller ID, Call Waiting, Three Way Calling, Speed Dial, Call Return, and Call Forwarding.

4.4.1.B Recurring Charges

Basic Monthly Prepaid Service	\$55.00
Advanced Prepaid Service	\$65.00

includes 911 charges
and all applicable state
and federal fees and
taxes

Directory Listing	No Charge
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4.4.1.C Optional Features

4.4.1.C.1 Non-Recurring Charges

Custom Features Set up Fee*	\$30.00
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*Waived if ordered with new service.

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4.4.1.C.2 Recurring Charges

Call Waiting	\$5.00
Call Forwarding	\$5.00
Three Way Calling	\$5.00
Unpublished Number	\$5.00
Speed Dial	\$5.00
Call Return	\$5.00
Caller ID	\$10.00
Voice Mail	\$10.00

4.4.1.D Bundled Prepaid Products

Plan	Includes	Monthly Pricing*
Basic	* Unlimited local	All Zones: \$45.00
Enhanced	* Unlimited Local * 2 Features included except voice mail * 300 Minutes toll calling included	Zone 1: \$65.00 Zone 2: \$75.00 Zone 3: \$80.00
Unlimited	* Unlimited Local * Unlimited Features included except voice mail * 2,000 Minutes toll calling included	Zone 1: \$85.00 Zone 2: \$95.00 Zone 3: \$105.00

*Excludes taxes, fees, and surcharges

\$40 Connection fee for new customers; no charge for existing customers for switching to any other plan.

Limitations:

Basic plan – Allows local calling only, all other called numbers are blocked including long distance calling, operator services, N11 and 976 numbers. Calls are also blocked from billing to the number i.e., third party billing and collect calling.

Enhanced/Unlimited plans – Allows local calling, local directory assistance (N11), long distance directory assistance 1+NPA-555-1212, and long distance calling to any of the 50 United States. All other numbers are blocked including operator services, 976 numbers. Calls are also blocked from billing to the number i.e. third party billing and collect calling.

4.4.2 Rates for Residential Interexchange Services

Prepaid long distance services are provided at a flat rate of .25 cents per minute for any call within the continental United States. That rate includes all taxes and surcharges. There is no minimum time usage requirement and customers may prepay any amount desired for long distance services.

4.4.3 Rates for Business Interexchange Services

Pursuant to modified alternative regulation granted by the South Carolina Public Service Commission, no maximum rates are established for pre-paid business interexchange services offered by the Company. Please refer to price list for current rates.

4.4.4 Returned Check Charge

The returned check charge is \$25.00.

4.4.5 Traditional/Postpaid Bundled Services

A. Residential Plans

Plan	Includes	Monthly Pricing ¹
VeraNet Basic	1000 local minutes, thereafter .019/minute IntraLATA toll rate of .15/minute InterLATA toll rate of .15/minute 2 features included except voice mail All features package except voice mail \$20.00	Zone 1: 33.95 Zone 2: 39.95 Zone 3: 39.95
VeraNet Basic Plus	Unlimited local minutes IntraLATA toll rate of .15/minute InterLATA toll rate of .15/minute 3 features included except voice mail All features package except voice mail \$20.00	Zone 1: 41.95 Zone 2: 44.95 Zone 3: 44.95
VeraNet Enhanced Plan 1*	Unlimited local minutes 60 minutes of toll included, thereafter: - IntraLATA toll rate of .15/minute - InterLATA toll rate of .15/minute All features included	Zone 1: 44.95 Zone 2: 49.95 Zone 3: 49.95
VeraNet Enhanced Plan 2	4,000 local minutes; thereafter \$0.019 per minute 60 minutes of toll included, thereafter: - IntraLATA toll rate of .15/minute - InterLATA toll rate of .15/minute All features included	Zone 1: 44.95 Zone 2: 49.95 Zone 3: 49.95
VeraNet Unlimited Plan 1*	Unlimited local minutes Unlimited toll minutes All features included	Zone 1: 52.95 Zone 2: 59.95 Zone 3: 64.95
VeraNet Unlimited Plan 2	4,000 local minutes; thereafter \$0.019 per minute 500 minutes of toll included, thereafter: - IntraLATA toll rate of .15/minute - InterLATA toll rate of .15/minute All features included	Zone 1: 52.95 Zone 2: 59.95 Zone 3: 64.95

¹ Excludes taxes, fees, and surcharges.

Connection fee:	\$60.00 **
Line Change Charge, per request	\$30.00
Move, Add or Change Charge, per request	\$9.00

* Enhanced Plan 1 and Unlimited Plan 1 are intended strictly for voice-grade communications only; where the Company determines that a Customer is using service for non-voice communications, the Customer will be converted to Enhanced Plan 2 or Unlimited Plan 2, respectively.

** Waived if switching from another LEC.

B. Postpaid Business Bundled Products

Plan	Includes	Monthly Pricing*
VeraNet Enhanced	Unlimited local minutes IntraLATA toll rate of .15/minute InterLATA toll rate of .15/minute 2 features included All features package (except voice mail) \$20.00	Zone 1: 45.00 Zone 2: 55.00 Zone 3: 57.50
VeraNet Unlimited Plan 1 **	Unlimited local minutes Unlimited toll minutes All features included	Zone 1: 75.00 Zone 2: 90.00 Zone 3: 100.00
VeraNet Unlimited Plan 2	Unlimited local minutes 2,000 IntraLATA/interLATA toll minutes; thereafter - IntraLATA toll rate of .15/minute - InterLATA toll rate of .15/minute All features included	Zone 1: 80.00 Zone 2: 95.00 Zone 3: 105.00

* Excludes taxes, fees and surcharges.

** Unlimited Plan 1 is intended strictly for voice-grade communications only; where the Company determines that a Customer is using service for non-voice communications, the Customer will be converted to Plan 2.

Connection fee: \$50.00 (waived is switching from another LEC).

Issued:

Effective:

Randy Muench, Vice President - Chief Marketing Officer
2855 S. Congress Avenue
Delray Beach, FL 33445

4.4.6 Access Line Service for Payphone Service Provider Telephones - Rates and Charges applied by the Company

A. Flat Rate Service

1. The following monthly rate is applicable to Access Line Service for Payphone Service Provider telephones on a per line basis.

	<u>Maximum Rates</u>	<u>Current Rates</u>
Zone 1	\$50.00 (N)	\$24.49 (I)
Zone 2	\$60.00 (N)	\$28.99 (I)
Zone 3	\$65.00 (N)	\$32.99 (I)

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- B. Switched Access Charges for usage apply. Charges are billable to the interexchange carrier.
- C. Intrastate intraLATA long distance charges apply on a per message basis based on toll rates plus the appropriate additive operator services charges. Local charges apply on a per message basis based on the applicable local message rate charges plus the appropriate additive operator services charges. The subscriber to Access Line Service for Coinless pay telephones shall be responsible for the payment of outgoing local calls and long distance intraLATA calls which are charged by the calling party to a commercial credit card.
- D. At the request of the subscriber, Touch-Tone calling service may be provided for business individual line service.
- E. Service Charges for business individual line service are applicable.
- F. Directory Assistance charges will be applicable to all subscribers.
- G. Non-sent paid local calls from pay telephones located on the site of hotels, motels, airports, bus stations, train stations, entertainment facilities, retail facilities, apartments, highways, military establishments, colleges, factories, private profit making hospitals and medical groups will be charged to the end user at the rate of \$.25 per call plus the appropriate operator surcharge.
- H. Non-sent paid local calls from pay telephones located on the site of low income housing projects or mobile home parks, within one block of low income housing, non-profit hospitals, nursing homes, elementary or secondary schools, city sidewalks and correctional institutions will be charged to the end user at the rate of \$.10 per call plus the appropriate operator surcharge.

4.4.7 Access Line Service for Payphone Service Provider Telephones - Rates and Charges Applied by the Subscriber

- A. The charge for intrastate long distance calls should be no higher than the highest current rates charged by any South Carolina Public Service Commission certified carrier.

3.1 Directory Assistance

The Company does not provide directory assistance

Note 1: 011+ blocking provides central office blocking of calls to numbers outside the North American Numbering Plan.